DOCUMENT RESUME

ED 104 207 HE 006 326

TITLE	Collective Bargaining Agreement By and Between University of Bridgeport and University of Bridgeport Chapter, American Association of University Professors.
INSTITUTION	Bridgeport Univ., Conn.
PUB DATE	75
NOTE	46p.; Appendixes will reproduce poorly
EDRS PRICE	MF-$0.76 HC-$1.95 PLUS POSTAGE
DESCRIPTORS	Arbitration; *Collective Bargaining; Collective Negotiation; *Contracts; Fringe Benefits; Governance; Grievance Procedures; *Higher Education; *Negotiation Agreements; Productivity; *Teacher Salaries; Teaching Load

ABSTRACT

The purpose of this agreement is to provide the faculty-professional rank staff and the University of Bridgeport with a contract that will insure a healthy and viable institution of higher learning, capable of supporting a quality educational program. Articles of the agreement cover: definitions and construction; recognition of the AAUP; general relationships between the AAUP and the administration; guarantee of rights; governance; workload and productivity; staff information; facilities and privileges; compensation; fringe benefits; grievance procedures and arbitration. This agreement will be in effect for September 1, 1974 through August 31, 1975. Appendixes include a statement of principles concerning academic freedom and tenure, and the AAUP statement on government of colleges and universities. The appendixes are reproduced from the best available copy. (PG)

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HE006 326

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

UNIVERSITY OF BRIDGEPORT

- and -

UNIVERSITY OF BRIDGEPORT CHAPTER,

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

THIS AGREEMENT is made and entered into this 31st day of ~~December~~ January 1975, by and between University of Bridgeport, hereinafter referred to as the "University", and University of Bridgeport Chapter of the American Association of University Professors, hereinafter referred to as the "AAUP".

PREAMBLE

The purpose of this Agreement is to provide the faculty-professional rank staff and the University of Bridgeport with a contract which will insure a healthy and viable institution of higher learning, capable of supporting a quality educational program. The Agreement aims at maintaining

educational excellence, facilitating effective participation in decisions affecting the welfare of the University, promoting harmonious and productive relationship , assuring fair and reasonable conditions of employment and providing techniques and procedures for the peaceful adjustment of disputes, should these arise.

To this end the faculty-professional rank staff and Administration have, through their representatives, negotiated this Agreement as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1 Administration. The Board of Trustees of the University of Bridgeport, a private institution of higher education located in Bridgeport, Connecticut, and such administrative officers as may be appointed by the Board of Trustees, excluding the department chairpersons.

1.2 AAUP. The University of Bridgeport Chapter of the American Association of University Professors.

1.3 Members of the Bargaining Unit. The full-time staff members who hold faculty or professional rank as more fully set forth in Article II of this Agreement,

hereinafter referred to as "members".

1.4 Bargaining Unit. Unit of employees as described in Article II of this Agreement.

.5 Professional Rank Staff. The non-teaching members of the bargaining unit, including professional librarians, counsellors employed in the Dean of Students' office, the Director of Audio-Visual Aids and athletic coaches.

1.6 Gender and Number. The masculine shall include the feminine and the singular shall include the plural where the context so permits or requires.

1.7 Titles. Titles used herein are for identification purposes only and shall not be given any substantive effect in the interpretation or application of the provisions of this Agreement.

ARTICLE II

RECOGNITION OF THE AAUP-
MERGER, ACQUISITION AND EXTENSION PROGRAMS

2.1 In accordance with the certification issued by the National Labor Relations Board in Case No. 2-RC-16143 on May 18, 1973, the University recognizes the AAUP as the sole and exclusive collective bargaining agent for the faculty and professional rank staff, as defined below:

INCLUDED: All full-time staff members to hold faculty or professional rank, including teachers, librarians, counsellors, the Director of Audio-Visual Aids, department chairmen, and athletic coaches;

EXCLUDED: All part-time staff members, office clerical employees, the President, Vice Presidents, Deans, Assistant Deans, staff holding professional or faculty rank in the offices of Admissions and Registrar, Vice President of Academic Affairs, Evening Division, Management Services and Continuing Education, watchmen, guards and supervisors as defined in the National Labor Relations Act, as amended.

2.2 Merger, Acquisition and Extensions:

A. In the event of merger or consolidation with or of an acquisition of, any other educational institution (or portion thereof) located within the State of Connecticut, to

the extent permitted by law, the faculty and professional staff members of such other educational institution who become employed by the University or the merged entity shall become members of the bargaining unit herein.

B. In the event of an expansion of the University through the creation of other schools, colleges, or extension programs located within the State of Connecticut, to the extent permitted by law the faculty and professional staff members of such schools, colleges or extension programs shall become members of the bargaining unit herein.

ARTICLE III

CHECK-OFF OF AAUP DUES

3.1 Upon receipt of individually signed check-off authorization cards, the administration shall deduct dues and initiation fees, if any, in amounts certified from time to time by the treasurer of AAUP from the member's regular semi-monthly pay check and shall remit the receipts thereof promptly to the treasurer of the AAUP.

3.2 It is agreed that the University shall have no obligation or liability, financial or otherwise, other than as set forth herein, arising out of the understanding set forth in this Article. It is further agreed that once

the funds deducted thereunder are remitted to the AAUP, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the AAUP.

ARTICLE IV

GENERAL RELATIONSHIPS BETWEEN THE AAUP AND THE ADMINISTRATION

4.1 This Agreement shall be binding upon and is exclusively between the AAUP and the University. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the AAUP and the University unless otherwise specifically provided herein.

4.2 Individual Contracts; Election of Remedies. The rights, privileges and obligations of bargaining unit members set forth in this Agreement shall be incorporated by reference into and made part of any individual contract of employment between a bargaining unit member and the University; all other rights and privileges, claimed under such individual contracts of employment, shall be enforceable at the election of the individual as follows: The individual may invoke the grievance procedure hereunder through Step Two (cf. Article XIII). If the individual is not satisfied at the conclusion of Step Two, he shall have the option to proceed to arbitra-

tion hereunder if the AAUP consents, or to proceed through any other lawful means. If the individual elects arbitratio hereunder in the exercise of such option that shall be his sole remedy. If on the other hand he elects to proceed through some other lawful means, that shall be his sole remedy and he shall have no right to arbitration hereunder.

4.3 Duly authorized representatives of the AAUP shall be permitted to transact official AAUP business on University property at all reasonable times, provided that this shall not interfere with or interrupt normal University operations.

4.4 The AAUP shall have the right to post notices of official AAUP business on faculty and professional staff bulletin boards at locations hereafter to be agreed upon between the AAUP and the Administration. The AAUP shall be permitted use of intra-University mail, duplicating, computer and intra-University telephone services for communications to the members and other AAUP business. The foregoing services shall be provided to the AAUP at the same rates, if any, as the University charges departments for such services.

4.5 The Administration shall provide the AAUP, without cost, a furnished office of adequate size, if availab

In addition, the AAUP shall be permitted use of appropriate facilities at the University for its larger meetings, so long as such facilities are available and the AAUP complies with the rules and regulations relating to use of such facilities applicable to all members of the University community.

4.6 The presently constituted organizations within the University, i.e. the University Senate, the Faculty Council or any other similar body composed, in whole or in part, of the faculty, may continue to function at the University, provided that the actions thereof may not directly or indirectly repeal, rescind or otherwise modify the terms and conditions of this Agreement.

ARTICLE V

INFORMATION TO AAUP

5.1 During the term of this Agreement, the University shall make available to AAUP, within a reasonable time after receiving a request therefor, all information which is reasonably required for the implementation of this Agreement or the negotiation of subsequent Agreements. Nothing in the foregoing is intended to compel the University to act in a way which will unduly disrupt its normal operations.

5.2 Within thirty (30) days after receipt of a contract signed by a new full-time member of the bargaining unit, the University shall provide AAUP with a copy of the same, which shall state, inter alia, the following: the name, mailing address, rank, base salary, effective date and length of appointment of such new member.

5.3 Within fifteen (15) days after receipt of notice that a member of the bargaining unit has terminated his appointment at the University for any reason whatsoever, including retirement, disability or death, the University shall provide AAUP with the name of such member and the reason given for the termination.

5.4 The University shall forward to AAUP copies of all termination notices of members of the bargaining unit at the same time as such notices are sent to the member.

5.5 The University shall notify the AAUP of any change in status of any member of the bargaining unit within fifteen (15) days after such change is determined.

5.6 On or before August 10, the University shall provide AAUP with data indicating the compensation and fringe benefits received by each member during the preceding calendar year.

ARTICLE VI

PAST BENEFITS, DUTIES AND RESPONSIBILITIES

6.1 All well-established, generally applicable practices which benefit members of the bargaining unit in a significant manner shall be maintained, unless modified by this Agreement, or by mutual consent.

6.2 The duties and responsibilities of faculty and professional rank staff shall be maintained as heretofore, unless modified by this Agreement, or by mutual consent.

6.3 Both parties agree to negotiate, upon request, any proposed modification in any past benefit, duty or responsibility. However, no such modification shall take effect without mutual consent.

ARTICLE VII

GUARANTEE OF RIGHTS

7.1 The University and the AAUP agree that there shall be no discrimination against any member of the bargaining unit or against any applicant for employment by reason of age (in accordance with applicable state or Federal law), race, creed, color, sex, religion, or national origin.

7.2 The University and AAUP hereby endorse and incorporate by reference the 1940 Statement of Principles on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors together with the 1970 Interpretive Comments relating thereto, (Appendix A attached hereto and made a part hereof), it being understood that optional or conditional language shall be deemed to be mandatory e.g. "shoul means "shall".

7.3 The parties acknowledge that the members of th bargaining unit must remain free to practice their profession in the performance of their work at the University without interference or harassment because of their opinions and beliefs. Toward that objective, the parties pledge to use thei respective offices, authority and influence to maintain the atmosphere of collegiality and academic freedom which must prevail at the University.

ARTICLE VIII

GOVERNANCE
ADMINISTRATION RIGHTS
DESIGNATION OF DEPARTMENT CHAIRMAN

8.1 Both parties agree to and hereby incorporate in this contract, the 1966 State of Government of Colleges and Universities endorsed by: The American Association of

University Professors, the American Council on Education and the Association of Governing Boards of Universities and Colleges (Appendix B attached hereto and made a part hereof).

8.2 Each Dean shall be responsible for exercising initiative and leadership in the areas of his jurisdiction.

8.3 Subject to review by the president of the University, the faculty shall have primary responsibility with regard to all academic appointments, renewals or non-renewals of such appointments, promotion and tenure.

A. The specific procedures to be observed in order to establish this role of the faculty, shall be negotiated, consistent with the principles of the 1966 Statement.

B. More specifically, procedures shall be so negotiated, to implement the following agreement, to which the parties subscribe:

The president shall concur with the faculty judgments on matters of faculty status and related matters, except in rare instances and exceptional circumstances, for compelling reasons written in detail which shall not be arbitrary nor capricious. If the president rejects a faculty judgment on a matter of faculty status, and if the AAUP contends that the president's rejection was not consistent

with the foregoing standard, the issue may be submitted to binding arbitration hereunder. But the arbitrator shall not have authority to consider the merits of the president's rejection or the faculty judgment, but rather shall be strictly limited to a determination of whether the president's rejection was given in a rare instance and exceptional circumstance for compelling reasons written in detail which were not arbitrary nor capricious.

8.4 The parties agree that all the rights, powers and authority of the University which have not been abridged or modified by this Agreement are retained by the University administration.

8.5 Designation of Department Chairmen. The decision to recruit within or without the department, or to conduct a "mixed" search, shall be a joint decision of the department and the dean.

A. Both parties are agreed that the authority for designation of departmental chairmen should be shared by faculty and administration, and that every effort should be made to designate chairmen who are acceptable to both parties.

B. To this end, departments shall have a local option to elect, have appointed, or otherwise select their

chairmen as determined by a majority of full time department members. If a department chooses the election option and if the chairman is then elected by at least a 2/3's majority of full-time members, the Dean will ordinarily be expected to approve. In those rare instances where he does not approve, he will be required to present his reasons in writing to the department. If upon consideration the department finds such reasons unsatisfactory, the matter may be appealed directly to the President.

C. Upon such appeal, the President shall promptly summon the Executive Committee of the Faculty Council to advise him. They shall jointly hear arguments of the contesting parties and, to the best of their ability, resolve the disagreement.

D. If the election of a chairman is by a lesser margin than described above, then at least two names must be presented to the dean.

E. If the department chooses the appointive (or similar) option, the department will present the dean with not less than two candidates whom it deems satisfactory. The department may rank the panel of satisfactory candidates in order of preference.

F. Where agreement between the dean and department on any of the foregoing matters is not possible, the problem may be appealed to the president.

8.6 For the purposes of Section 8.5, full-time department members are those regular department members who are full-time employees of the University, and during the academic year under consideration carry a work load in the department equivalent to 12 semester hours or more. Each department may determine for itself the voting rights of members under partial contract or on leave.

ARTICLE IX

WORKLOAD AND PRODUCTIVITY

9.1 Both parties agree that they have a joint interest in reestablishing the financial health of the University. They are further agreed that alterations of faculty

workload and productivity must be vigorously explored as a contribution to that goal.

9.2 To this end, both parties agree to a two-stage study of workload and productivity.

A. In the first stage, each party shall appoint three (3) representatives to a "Workload and Productivity" subcommittee, which shall conduct a study and analysis.

B. The three AAUP members, each representative of a different college, shall be freed from all non-teaching duties. One of them, designated as the AAUP co-chairman, shall either be freed of one-fourth of his teaching load or be paid the equivalent of compensation for a three-hour extension course. This recognition of the anticipated heavy workload of the co-chairman is not to be used or construed in any way as a precedent for similar relief or compensation. The designated co-chairman must receive assurances that his assumption of that role does not impair the academic integrity of his department.

C. The subcommittee shall report its findings to the parties by February 1, 1975.

D. The findings and recommendations agreed upon by the subcommittee shall be implemented in a manner described

under stage two. Issues upon which there is not agreement at the time of reporting shall be the subject of negotiation between the parties.

E. In stage two, the agreed upon findings of the subcommittee shall be referred to the several schools and colleges. The Deans of those schools and colleges shall initiate, in concert with the faculty, plans for the application and implementation of stage-one findings in a manner appropriate to that school or college.

9.3 Off Campus Teaching. Members of the bargaining unit who are scheduled to teach less than a full load in the affected semester may be requested to teach up to a maximum of two (2) courses "off campus" to achieve a full load under the following circumstances:

A. The courses shall be scheduled for the same days of the week within a reasonable time span at a location within the State of Connecticut but not beyond a fifty (50) mile radius from Wahlstrom Library.

B. Before any such assignment is made, there shall be consultation with the member involved, and the decision shall take into account and give weight to such factors as the member's individual desires, his workload and the

amount of travel involved, it being understood, however, that after such consultation the Administration shall have the right to make such assignment provided such right is not exercised in an arbitrary or unreasonable manner.

C. Faculty members so assigned shall be paid travel expenses at the prevailing University mileage rate (but not less than twelve (12) cents per mile) from the Library to the teaching site and back, plus tolls.

D. In all other cases involving off-campus teaching, or off-campus duties for professional rank staff, the assignment and the terms and conditions thereof shall be subject to prior approval by the faculty or professional rank staff member.

E. Unless otherwise agreed the affected individual under this Section 9.3 shall remain part of this bargaining unit.

ARTICLE X

FACULTY/PROFESSIONAL RANK STAFF INFORMATION, FACILITIES AND PRIVILEGES

10.1 Information to Individual. The University shall provide each member of the bargaining unit with the following material:

A. Detailed written descriptions of the applicable benefit programs and an explanation of the individual bargaining unit member's options and rights thereunder; and

B. An annual itemized statement of all fringe benefit contributions made on his behalf during the preceding year, including the member's contributions, if any. Tuition remission data shall be included in this statement.

10.2 Library Privileges. The University will negotiate with other libraries to secure certain library privileges on a reciprocal basis for those bargaining unit members requiring access to such resources for scholarly research.

10.3 Graduate Assistants. If graduate assistants are appointed, they shall be assigned to serve in departments and not in administrative offices. The departments shall determine the graduate assistants' specific duties.

10.4 Secretarial Services. Faculty members shall be entitled to adequate secretarial service in the performance of their duties and responsibilities. Requests for such service normally shall be channelled through department chairmen. In addition, the parties shall study the matter of delivery of secretarial services to the faculty and negotiate way and means of improving these services.

10.5 Faculty Office Space. Compatible with the University's fiscal condition (in terms of new space), enrollment, residence hall occupancy and currently available space, the University shall have as a goal the following: Each member of the bargaining unit (except for librarians, for whom present

practices shall continue) shall be furnished a private (where available) or a semi-private, furnished office containing approximately One Hundred (100) square feet of space per person.

10.6 Personal Leave. Each member of the bargaining unit shall be entitled to receive a short-term personal leave without loss of pay if needed because of an emergency affecting the member of his/her immediate family. The duration and circumstances of the personal leave shall be determined by the University and the affected bargaining unit member. The affected department or division shall arrange for adequate coverage of the absent member's duties.

10.7 Unpaid Leave. Bargaining unit members shall be entitled to receive an unpaid leave of absence, for any reason, of up to one (1) academic year without loss of benefits, provided that both the chairman and the dean or division director agree that such leave does not disrupt the normal operation of the department or division or the integrity of the program. Leaves in excess of one (1) year shall be granted for good and sufficient reason, including but not limited to child rearing, but the effect of such leaves on benefits will be determined individually in each case. Such unpaid leaves shall not count as part of the probationary period leading to tenure.

10.8 Sabbatical and Research Leaves. The parties hereby adopt the following policy regarding sabbatical leaves:

A. Members of the faculty who have served their first seven consecutive years (excluding leaves of absence) are eligible for a sabbatical leave on the basis of one semester at full salary or two semesters at half salary. Faculty members without terminal degrees will be expected to pursue formal studies leading toward such a degree. In consideration of being granted such leave, the faculty member agrees to return to duty at the University for at least one academic year after completion of sabbatical leave;

B. The foregoing shall be subject to the following provisos:

(1) A sabbatical leave shall be granted provided that such sabbatical can be provided within the confines of the applicable departmental budget;

(2) The granting of such sabbatical does not jeopardize the integrity of the affected academic program; and

(3) The purpose of the sabbatical is academically sound.

C. Past practices shall continue regarding research leaves.

10.9 Released Time. A pool of 12 hours of released time per year shall be provided to be divided as the AAUP shall determine amoung members who are serving as its officers and representatives, provided, however, that no faculty member shall be given more than 3 hours of such released time per semester nor will more than 1 faculty member be given released time under this Section from any one department without the consent of the department chairman.

ARTICLE XI

COMPENSATION

11.1 New salary minima for the faculty-professional ranks shall be:

Instructor and IV	$ 9,000
Assistant Professor and III	11,200
Associate Professor and II	13,300
Professor and I	16,000

11.2 Each continuing member of the bargaining unit shall receive an increase in salary for the 1974-1975 academic year of $1,000.00 or such larger amount as shall be necessary to reach the new minima stated in Section 11.1.

11.3 Summer session compensation per semester hour shall be:

Instructor and IV	$ 225
Assistant Professor and III	245
Associate Professor and II	270
Professor and I	295

11.4 Summer Departmental Administration. The stipend for departmental administration during the summer sessions shall be credited to the appropriate individuals according to the following formula: 1 semester hour equivalent salary for each 100 course registrations in the department up to a maximum of three. Fractions will be treated on a pro rata basis. Where two or more individuals divide such duties during a given summer session, they shall share this stipend in proportion to their service.

11.5 Additional Compensation Additional compensation for the teaching of continuing education courses, for off-campus instruction and for sponsored research shall be paid during the term of a faculty member's appointment in accordance with the applicable established schedule. Such compensation shall not exceed an amount which is equivalent to one three-credit course per academic semester. To be eligible for such additional compensation an individual must already be carrying a full work load.

11.6 Additional Employment. The practice of consulting for external organizations shall be limited to the equivalent of one day per week during the academic year, and the Dean shall be advised of the nature and extent of such activity prior to its initiation. Before accepting other types of gainful employment in addition to the University position, prior approval from the Dean is mandatory. However, the Dean shall not withhold such approval unless the additional employment will be detrimental to the individual's performance of his responsibility to the University. "Gainful employment", as used herein, includes but is not limited to teaching at other institutions.

11.7 Reconciling Contracts of Different Durations; Professional Rank Contracts. Generally, individual contracts will cover a nine-month base period and may be extended by mutual agreement. Because of past practice a faculty/professional rank bargaining unit member who has been accumstomed to a 10 or 12-month contract may expect to continue on this type of contract at his or her option. Those who opt for a 10 or 12-month contract will be guaranteed an increment of $1,000.00 across-the-board for the year 1974-75. Those who opt for a nine-month contract will have their 10 or 12 month contractual salary reduced to a nine-month base by the deduction of the pro-

rated summer salary equivalent. This new salary base shall then be adjusted by the $1,000 across-the-board increment and will be raised, if necessary, to the new minimum. Those bargaining unit members whose work activities were previously defined by a 12-month contract shall now accrue 18 vacation days during the nine-month contract period. Where past practice has been to consider the employees' salary as nine months plus summer, this practice will continue.

11.8 Salary Study Committee. The bargaining unit has indicated a willingness to accept a salary increase which is less than the rise in the "cost of living" because of the financial condition of the University as indicated by currently available financial information and projections. The University is willing to offer such an increase along with other economic benefits for the bargaining unit on the basis of securing its cooperation in efforts to achieve a balanced budget. The parties agree to appoint a committee to study and consider the feasibility of providing the bargaining unit with salary adjustments if the University's financial condition for 1974-1975 is significantly better than projected. Adequate information will be made available to this Committee for such study.

ARTICLE XII

FRINGE BENEFITS

12.1 TIAA/CREF Retirement Annuities.

A. After one year of full-time service, members may elect to participate in TIAA/CREF Retirement Annuities. Members who already hold TIAA/CREF Annuities may participate on the effective day of appointment.

B. Participation is mandatory after four years of service by those then 30 or more years of age.

C. Participants will contribute 5% of base salaries. The University will contribute an additional 5% of base salary.

D. By executing the appropriate authorization, members may elect to defer their 5% contribution as income until retirement. The amount of deferred income may be increased to the limit specified by the Internal Revenue Code, Section 403(b).

12.2 Temporary Disability Benefits.

A. Disability is defined as the inability of a full-time faculty member to perform his/her regular duties at the University or any other employment as a result of a non-work related sickness or injury, or pregnancy - induced disability;

B. Faculty members with one year or more of full-time service are eligible to receive full monthly pay to a maximum of six months during periods of disability occurring during their regular contract period.

C. "Monthly Salary" means one-ninth of the total nine-month contract salary amount or one-twelfth of the total twelve month contract salary amount, whichever applies.

D. To be eligible for benefits, a faculty member must be under treatment by a legally qualified physician. The University may require certification from the attending physician. Exceptions may be made on bona-fide religious grounds.

E. Insurance and retirement benefits in effect at the beginning of a period of disability will be continued by the University during the period of disability.

12.3 TIAA Total Disability Insurance.

A. On the first of the month following effective date of initial full-time appointment, members will be eligible for TIAA Total Disability Insurance. Following six months of total disability this insurance, in conjunction with Social Security Disability Benefits, provides 60% of monthly salary up to $1,500.00 plus 40% of monthly salary in excess of $1,500.00 but not to exceed $1,500.00 monthly for as long as the total

disability continues or until age 65, whichever occurs first.

B. For participants in TIAA/CREF Retirement Annuities this insurance also continues contributions to annuities in the amounts in effect at the time the disability began for as long as benefits are payable.

C. The University will pay the full cost of this insurance.

12.4 Connecticut Blue Cross/Connecticut Medical Service.

A. On the first of the month following effective date of initial full-time appointment, members and their eligible dependents will be eligible for Blue Cross hospitalization and CMS medical/surgical insurance.

B. In addition to the portion of Blue Cross premiums already paid by the University, the University will pay the amount of the increases in Blue Cross premiums which became effective October 1, 1974.

12.5 TIAA Major Medical Insurance.

A. On the first of the month following effective date of initial full-time appointment, members and their eligible dependents will be eligible for TIAA Major Medical Insurance.

B. The University will pay the full cost of this insurance.

12.6 Life Insurance.

A. On the first of the month following effective day of initial full-time appointment, members will be eligible for TIAA Descending Term Life Insurance.

B. The University will pay the full cost of this insurance.

12.7 It is agreed that all of the group insurance plans now in effect and any contracts, plans or insurance policies which will be in effect during the term of this agreement to provide the fringe benefits described in this Article shall be continued in effect on their present or future basis, subject to the terms and conditions of any contracts, plans, insurance policy or policies comprising such insurance or providing such benefits. The Administration shall have the right to change, discontinue, or replace any of said policies, contracts or plans or any other policies, contracts or plans hereinafter referred to or buy insurance from different insurance companies as long as such action does not result in a reduction in amount of any of the benefits provided by the present coverage to become effective.

12.8 Tuition Remission. Remission of tuition is extended to "by arrangement" courses required for the major.

ARTICLE XIII

GRIEVANCE PROCEDURE AND ARBITRATION

13.1 Any dispute involving the interpretation, application or alleged violation of this Agreement shall constitute a grievance and be settled in the following manner:

A. Step One

The grievance shall be reduced to writing and forwarded to the other party (the "respondent") within ninety (90) calendar days after the discovery of the facts giving rise to the grievance. Where a member of the bargaining unit or the AAUP is the grievant, the grievance shall be filed with the Director of Personnel; where the University is the grievant the grievance shall be filed with the President of the AAUP. Within ten (10) calendar days after the grievance is filed, a conference shall be held to negotiate settlement thereof, at which the University shall be represented by the cognizant Dean or Director and the AAUP by an appropriate officer if it chooses to attend. The respondent shall, if the matter is not settled at this conference, provide the grievant with a written statement of response regarding the grievance within one (1) calendar week after the date on which the final session of the conference is held.

B. Step Two

If the grievant wishes to proceed further, he shall so inform the respondent in writing the basis of the grievance and the facts relating thereto within one (1) calendar week after receipt of the respondent's statement. Within one (1) week thereafter, a second conference shall be held to negotiate settlement of the grievance, at which the University shall be represented by the Vice President for Academic Affairs of the University and the AAUP by its President or designated Grievance Officer. If the parties fail to settle the grievance to their mutual satisfaction at this conference, the respondent shall, within ten (10) calendar days after the date on which the final session of the conference is held, provide the grievant with a detailed, written statement of its position executed by the appropriate officer.

C. Step Three:

If the grievance is not satisfactorily resolved at Step Two, the AAUP or the University, as the case may be, may notify the respondent in writing of its intention to proceed to arbitration. Such written notice must be given within thirty (30) calendar days after the date on which the final session of said Step Two conference is held, and shall

be considered as having been given at the time a copy thereof is delivered to the President of the AAUP, (in the case of a notice given by the University) or the Vice President for Academic Affairs of the University (in the case of a notice given by the AAUP), or when the same is mailed certified or registered mail, return receipt requested, to either of said persons. If no such written notice demanding arbitration is thus given, the grievance involved shall be deemed settled hereunder on the basis of the respondent's statement of position at Step Two of this grievance procedure.

13.2 Only the AAUP or the University shall have the right to take a grievance to arbitration hereunder. No member or group of members shall have any such right. The Director of Personnel shall inform the AAUP of all grievances filed by individual members of the bargaining unit. The AAUP shall also be advised of all conferences and receive copies of all written responses.

13.3 In the event that any such notice demanding arbitration is given as provided in Section 13.1, the grievance involved shall be submitted to the American Arbitration Association for arbitration in accordance with the voluntary rules for labor arbitration of such Association in effect at the time of such submission.

13.4 The arbitrator shall be limited to ruling on the interpretation, application or violation of the terms of this Agreement and to formulating the appropriate remedy for the same. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

13.5 The fee of the arbitrator and other administrative expenses of the arbitration, if any, shall be shared equally by the parties, but the expenses of an individual party to the arbitration shall be borne by the party incurring them, including payments to representatives, attorneys, witnesses, etc.

13.6 The arbitrator's decision shall be final and binding on the AAUP and the University.

13.7 The University and the AAUP hereby agree to waive the time limits within which the arbitrator may render the award, which is specified in Section 52-416 of the Connecticut General Statutes, but direct the arbitrator to render his decision as promptly as possible after all material, including briefs, if any, have been submitted to him. The University and the AAUP hereby also agree to waive the taking of the oath by the arbitrator in accordance with the provisions of Section 52-414 of the Connecticut General Statutes.

ARTICLE XIV

NO STRIKE - NO LOCKOUT

14.1 The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP, therefore, agrees that during the term of this Agreement, it shall not instigate, engage in, support, encourage or condone any strike, work stoppage, or other concerted refusal to perform work by any of the employees covered by this Agreement. This Section, if violated, may, in the sole discretion of the University, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

14.2 The University agrees that during the term of this Agreement, it shall not lock-out any or all of the employees covered by this Agreement. This Section, if violated, may, in the sole discretion of the AAUP, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

ARTICLE XV

MINIMUM TERMS

15.1 This Agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the University will not employ a member on terms less favorable to him than those stated herein.

ARTICLE XVI

SEPARABILITY

16.1 In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect.

ARTICLE XVII

SUCCESSION

17.1 All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

ARTICLE XVIII

EFFECTIVE DATE AND DURATION

18.1 This Agreement shall be effective as of the 1st day of September, 1974, and shall expire on the 31st day of August, 1975.

18.2 The parties shall commence negotiations toward a new collective bargaining agreement on or about April 1, 1975.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 31st day of ~~December~~ January, 1975.

UNIVERSITY OF BRIDGEPORT

Leland Miles
President

H. C. Fitcher
Chief Negotiator

NEGOTIATING COMMITTEE

UNIVERSITY OF BRIDGEPORT CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

William T. Winsor
President

Chief Negotiator

NEGOTIATING COMMITTEE

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APPENDIX A.

Academic Freedom and Tenure

1940 Statement of Principles and Interpretive Comments

In 1940, following a series of joint conferences begun in 1934, representatives of the American Association of University Professors and of the Association of American Colleges agreed upon a restatement of principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure. This restatement is known to the profession as the 1940 Statement of Principles on Academic Freedom and Tenure.

The 1940 Statement is printed below, followed by Interpretive Comments as developed by representatives of the American Association of University Professors and the Association of American Colleges during 1969.

The following organizations officially endorsed the 1940 Statement in the years indicated.

Association of American Colleges 1941
American Association of University Professors 1941
American Library Association (adapted for librarians) 1946
Association of American Law Schools 1946
American Political Science Association 1947
American Association of Colleges for Teacher Education* 1950
American Association for Higher Education* 1950
Eastern Psychological Association 1950
American Philosophical Association:
Western Division 1952
Eastern Division 1953
Southern Society for Philosophy and Psychology 1953
American Psychological Association 1961
American Historical Association 1961
Modern Language Association of America 1961
American Economic Association 1962
American Farm Economic Association 1962
American Philosophical Association, Pacific Division 1962
Midwest Sociological Society 1963
Organization of American Historians* 1963
American Philological Association 1963
American Council of Learned Societies 1963
Speech Association of America 1963
American Sociological Association 1963
Southern Historical Association 1963
American Studies Association 1963
Association of American Geographers 1963
Southern Economic Association 1963
Classical Association of the Middle West and South 1964
Southwestern Social Science Association 1964
Archaeological Institute of America 1964
Southern Management Association 1964
American Educational Theatre Association 1964
South Central Modern Language Association 1964
Southwestern Philosophical Society 1964
Council for the Advancement of Small Colleges 1965
Mathematical Association of America 1965
Arizona Academy of Science 1965
American Risk and Insurance Association 1965
Academy of Management 1965
American Catholic Historical Association 1966
American Catholic Philosophical Association 1966
Association for Education in Journalism 1966
Western History Association 1966
Mountain-Plains Philosophical Conference 1966
Society of American Archivists 1966
Southeastern Psychological Association 1966
Southern Speech Association 1966
American Association for the Advancement of Slavic Studies 1967
American Mathematical Society 1967
College Theology Society 1967
Council on Social Work Education 1967
American Association of Colleges of Pharmacy 1967
American Academy of Religion 1967
American Catholic Sociological Society 1967
American Society of Journalism School Administrators 1967
John Dewey Society for the Study of Education and Culture 1967
South Atlantic Modern Language Association 1967
American Finance Association 1967
Catholic Economic Association 1967
United Chapters of Phi Beta Kappa 1968
American Society of Christian Ethics 1968
American Association of Teachers of French 1968
Appalachian Finance Association 1968
Association of Teachers of Japanese Language and Culture 1968
American Society of Plant Physiologists 1968
University Film Association 1968
American Dialect Society 1968
American Speech and Hearing Association 1968
Association of Social and Behavioral Scientists 1968
College English Association 1968
National College Physical Education Association for Men 1969
American Real Estate and Urban Economics Association 1969
History of Education Society 1969
Council for Philosophical Studies 1969
American Physicists Association 1969
American Musicological Society 1969
American Association of Teachers of Spanish and Portuguese 1969
Texas Junior College Teachers Association 1970
College Art Association of America 1970

*Endorsed by predecessor, American Association of Teachers Colleges, in 1941

*Formerly the Association for Higher Education, National Education Association.

*Formerly the Mississippi Valley Historical Association.

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Society of Professors of Education 1970
American Anthropological Association 1970
American Association of Theological Schools 1970
American Association of Schools and Departments of Journalism 1971
American Business Law Association 1971
American Council for the Arts in Education 1972

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher* or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights. [1]*

Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Academic Freedom

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. [2] Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment. [3]

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman. [4]

*The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.

*Bold-face numbers in brackets refer to Interpretive Comments which follow.

Academic Tenure

(a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of full-time instructor or a higher rank, [5] the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. [6] Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period. [7]

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have. [8]

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution. [9]

(5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

1940 Interpretations

At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7-8, 1940, the following interpretations of the 1940 *Statement of Prin-*

ples on Academic Freedom and Tenure were agreed upon:

1. That its operation should not be retroactive.
2. That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure.
3. If the administration of a college or university feels that a teacher has not observed the admonitions of Paragraph (c) of the section on *Academic Freedom* and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning his fitness for his position, it may proceed to file charges under Paragraph (a) (4) of the section on *Academic Tenure*. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

1970 Interpretive Comments

Following extensive discussions on the 1940 Statement of Principles on Academic Freedom and Tenure *with leading educational associations and with individual faculty members and administrators, a Joint Committee of the AAUP and the Association of American Colleges met during 1969 to reevaluate this key policy statement. On the basis of the comments received, and the discussions that ensued, the Joint Committee felt the preferable approach was to formulate interpretations of the Statement in terms of the experience gained in implementing and applying the Statement for over thirty years and of adapting it to current needs.*

The Committee submitted to the two Associations for their consideration the following "Interpretive Comments." These interpretations were approved by the Council of the American Association of University Professors in April, 1970, and endorsed by the Fifty-sixth Annual Meeting as Association policy.

In the thirty years since their promulgation, the principles of the 1940 *Statement of Principles on Academic Freedom and Tenure* have undergone a substantial amount of refinement. This has evolved through a variety of processes, including customary acceptance, understandings mutually arrived at between institutions and professors or their representatives, investigations and reports by the American Association of University Professors, and formulations of statements by that Association either alone or in conjunction with the Association of American Colleges. These comments represent the attempt of the two associations, as the original sponsors of the 1940 Statement, to formulate the most important of these refinements. Their incorporation here as Interpretive Comments is based upon the premise that the 1940 Statement is not a static code but a fundamental document designed to set a framework of norms to guide adaptations to changing times and circumstances.

Also, there have been relevant developments in the law itself reflecting a growing insistence by the courts on due process within the academic community which parallels the essential concepts of the 1940 Statement; particularly relevant is the identification by the Supreme Court of academic freedom as a right protected by the First Amendment. As the Supreme Court said in *Keyishian v. Board of Regents* 385 U.S. 589 (1967), "Our Nation is deeply committed to safeguarding academic freedom, which is of transcendent value to all of us and not merely to the teachers concerned. That freedom is therefore a special concern of the First Amendment, which does not tolerate laws that cast a pall of orthodoxy over the classroom."

The numbers refer to the designated portion of the 1940 Statement on which interpretive comment is made.

1. The Association of American Colleges and the American Association of University Professors have long recognized that membership in the academic profession carries with it special responsibilities. Both Associations either separately or jointly have consistently affirmed these responsibilities in major policy statements, providing guidance to the professor in his utterances as a citizen, in the exercise of his responsibilities to the institution and students, and in his conduct when resigning from his institution or when undertaking government-sponsored research. Of particular relevance is the *Statement on Professional Ethics*, adopted by the Fifty-second Annual Meeting of the AAUP as Association policy, and published in the *AAUP Bulletin* (Autumn, 1966, pp. 290-291).

2. The intent of this statement is not to discourage what is "controversial." Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster. The passage serves to underscore the need for the teacher to avoid persistently intruding material which has no relation to his subject.

3. Most church-related institutions no longer need or desire the departure from the principle of academic freedom implied in the 1940 Statement, and we do not now endorse such a departure.

4. This paragraph is the subject of an Interpretation adopted by the sponsors of the 1940 Statement immediately following its endorsement which reads as follows:

> If the administration of a college or university feels that a teacher has not observed the admonitions of Paragraph (c) of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning his fitness for his position, it may proceed to file charges under Paragraph (a) (4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

Paragraph (c) of the 1940 Statement should also be

interpreted in keeping with the 1964 "Committee A Statement on Extramural Utterances" (*AAUP Bulletin*, Spring, 1965, p. 29) which states inter alia: "The controlling principle is that a faculty member's expression of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member's unfitness for his position. Extramural utterances rarely bear upon the faculty member's fitness for his position. Moreover, a final decision should take into account the faculty member's entire record as a teacher and scholar."

Paragraph V of the *Statement on Professional Ethics* also deals with the nature of the "special obligations" of the teacher. The paragraph reads as follows:

> As a member of his community, the professor has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his institution. When he speaks or acts as a private person he avoids creating the impression that he speaks or acts for his college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary as well as to the tenured teacher, but also to all others, such as part-time and teaching assistants, who exercise teaching responsibilities.

5. The concept of "rank of full-time instructor or a higher rank" is intended to include any person who teaches a full-time load regardless of his specific title.*

6. In calling for an agreement "in writing" on the amount of credit for a faculty member's prior service at other institutions, the Statement furthers the general policy of full understanding by the professor of the terms and conditions of his appointment. It does not necessarily follow that a professor's tenure rights have been violated because of the absence of a written agreement on this matter. Nonetheless, especially because of the variation in permissible institutional practices, a written understanding concerning these matters at the time of appointment is particularly appropriate and advantageous to both the individual and the institution.

7. The effect of this subparagraph is that a decision on tenure, favorable or unfavorable, must be made at least twelve months prior to the completion of the probationary period. If the decision is negative, the appointment for the following year becomes a terminal one. If the decision is affirmative, the provisions in the 1940 Statement with respect to the termination of services of teachers or investigators after the expiration of a probationary period should apply from the date when the favorable decision is made.

The general principle of notice contained in this paragraph is developed with greater specificity in the *Standards for Notice of Nonreappointment*, endorsed by the Fiftieth Annual Meeting of the American Association of University Professors (1964). These standards are:

> Notice of nonreappointment, or of intention not to recommend reappointment to the governing board, should be given in writing in accordance with the following standards:
>
> (1) *Not later than March 1 of the first academic year of service*, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
>
> (2) *Not later than December 15 of the second academic year of service*, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
>
> (3) At least twelve months before the expiration of an appointment after two or more years in the institution.

Other obligations, both of institutions and individuals, are described in the *Statement on Recruitment and Resignation of Faculty Members*, as endorsed by the Association of American Colleges and the American Association of University Professors in 1961.

8. The freedom of probationary teachers is enhanced by the establishment of a regular procedure for the periodic evaluation and assessment of the teacher's academic performance during his probationary status. Provision should be made for regularized procedures for the consideration of complaints by probationary teachers that their academic freedom has been violated. One suggested procedure to serve these purposes is contained in the *Recommended Institutional Regulations on Academic Freedom and Tenure*, prepared by the American Association of University Professors.

9. A further specification of the academic due process to which the teacher is entitled under this paragraph is contained in the *Statement on Procedural Standards in Faculty Dismissal Proceedings*, jointly approved by the American Association of University Professors and the Association of American Colleges in 1958. This interpretive document deals with the issue of suspension, about which the 1940 Statement is silent.

The 1958 Statement provides: "Suspension of the faculty member during the proceedings involving him is justified only if immediate harm to himself or others is threatened by his continuance. Unless legal considerations forbid, any such suspension should be with pay." A suspension which is not followed by either reinstatement or the opportunity for a hearing is in effect a summary dismissal in violation of academic due process.

The concept of "moral turpitude" identifies the exceptional case in which the professor may be denied a year's teaching or pay in whole or in part. The statement applies to that kind of behavior which goes beyond simply warranting discharge and is so utterly blameworthy as to make it inappropriate to require the offering of a year's teaching or pay. The standard is not that the moral sensibilities of persons in the particular community have been affronted. The standard is behavior that would evoke condemnation by the academic community generally.

*For a discussion of this question, see the "Report of the Special Committee on Academic Personnel Ineligible for Tenure," *AAUP Bulletin*, Autumn, 1966, pp. 280-282.

APPENDIX B.

American Association of University Professors

American Council on Education

Association of Governing Boards of Universities and Colleges

Statement on
Government of Colleges and Universities

Editorial Note. The Statement which follows is directed to governing board members, administrators, faculty members, students, and other persons in the belief that the colleges and universities of the United States have reached a stage calling for appropriately shared responsibility and cooperative action among the components of the academic institution. The Statement is intended to foster constructive joint thought and action, both within the institutional structure and in protection of its integrity against improper intrusions.

It is not intended that the Statement serve as a blueprint for government on a specific campus or as a manual for the regulation of controversy among the components of an academic institution, although it is to be hoped that the principles asserted will lead to the correction of existing weaknesses and assist in the establishment of sound structure and procedures. The Statement does not attempt to cover relations with those outside agencies which increasingly are controlling the resources and influencing the patterns of education in our institutions of higher learning; e.g., the United States Government, the state legislatures, state commissions, interstate associations or compacts and other interinstitutional arrangements. However it is hoped that the Statement will be helpful to these agencies in their consideration of educational matters.

Students are referred to in this Statement as an institutional component coordinate in importance with trustees, administrators, and faculty. There is, however, no main section on students. The omission has two causes: (1) the changes now occurring in the status of American students have plainly outdistanced the analysis by the educational community, and an attempt to define the student interests, and (2) students do not in fact presently have a significant voice in the government of colleges and universities; it would be unseemly to obscure, by superficial equality of length of statement, what may be a serious lag entitled to separate and full confrontation. The concern for student status felt by the organizations issuing this Statement is embodied in a note "On Student Status" intended to stimulate the educational community to turn its attention to an important need.

This Statement, in preparation since 1964, is jointly formulated by the American Association of University Professors, the American Council on Education, and the Association of Governing Boards of Universities and Colleges. On October 12, 1966, the Board of Directors of the ACE took action by which the Council "recognizes the Statement as a significant step forward in the clarification of the respective roles of governing boards, faculties, and administrations," and "commends it to the institutions which are members of the Council." On October 29, 1966, the Council of the AAUP approved the Statement, recommended approval by the Fifty-third Annual Meeting in April, 1967,[1] and recognized that "continuing joint effort is desirable, in view of the areas left open in the jointly formulated Statement, and the dynamic changes occurring in higher education." On November 18, 1966, the Executive Committee of the AGB took action by which that organization also "recognizes the Statement as a significant step forward in the clarification of the respective roles of governing boards, faculties and administrations," and "commends it to the governing boards which are members of the Association."

I. Introduction

This Statement is a call to mutual understanding regarding the government of colleges and universities. Understanding, based on community of interest, and producing joint effort, is essential for at least three reasons. First, the academic institution, public or private, often has become less autonomous; buildings, research, and student tuition are supported by funds over which the college or university exercises a diminishing control. Legislative and executive governmental authority, at all levels, plays a part in the making of important decisions in academic policy. If these voices and forces are to be successfully heard and integrated, the academic institution must be in a position to meet them with its own generally unified view. Second, regard for the welfare of the institution remains important despite the mobility and interchange of scholars. Third, a college or university in which all the components are aware of the interdependence, of the usefulness of communication among themselves, and of the force of joint action will enjoy increased capacity to solve educational problems.

II. The Academic Institution: Joint Effort

A. Preliminary Considerations

The variety and complexity of the tasks performed by institutions of higher education produce an inescapable interdependence among governing board, administration, faculty, students, and others. The relationship calls for adequate communication among these components, and full opportunity for appropriate joint planning and effort.

Joint effort in an academic institution will take a variety of forms appropriate to the kinds of situations encountered. In some instances, an initial exploration or recommendation will be made by the president with consideration by the faculty at a later stage; in other instances, a first and essentially definitive recommendation will be made by the faculty, subject to the endorsement of the president and the governing board. In still others, a substantive contribution can be made when student leaders are responsibly involved in the process. Although the variety of such approaches may be wide, at least two general conclusions regarding joint effort seem clearly warranted: (1) important areas of action involve at one time or another the initiating capacity and decision-making participation of all the institutional components, and (2) differences in the weight of each voice, from one point to the next, should be determined by reference to the responsibility of each component for the particular matter at hand, as developed hereinafter.

B. Determination of General Educational Policy

The general educational policy, i.e., the objectives of an institution and the nature, range, and pace of its efforts, is shaped by the institutional charter or by law, by tradition and historical development, by the present needs of the community of the institution, and by the professional aspirations and standards of those directly involved in its work. Every board will wish to go beyond its formal trustee obligation to conserve the accomplishment of the past and to engage seriously with the future; every faculty will seek to conduct an operation worthy of scholarly standards of learning; every administrative officer will strive to meet his charge and to attain the goals of the institution. The interests of all are coordinate and related, and unilateral effort can lead to confusion or conflict. Essential to a solution is a reasonably explicit statement on general educational policy. Operating responsibility and authority, and procedures for continuing review, should be clearly defined in official regulations.

When an educational goal has been established, it becomes the responsibility primarily of the faculty to determine appropriate curriculum and procedures of student instruction.

Special considerations may require particular accommodations: (1) a publicly supported institution may be regulated by statutory provisions, and (2) a church-controlled institution may be limited by its charter or bylaws. When such external requirements influence course content and manner of instruction or research, they impair the educational effectiveness of the institution.

Such matters as major changes in the size or composition of the student body and the relative emphasis to be given to the various elements of the educational and research program should involve participation of governing board, administration, and faculty prior to final decision.

C. Internal Operations of the Institution

The framing and execution of long-range plans, one of the most important aspects of institutional responsibility, should be a central and continuing concern in the academic community.

Effective planning demands that the broadest possible exchange of information and opinion should be the rule for communication among the components of a college or university. The channels of communication should be established and maintained by joint endeavor. Distinction should be observed between the institutional system of communication and the system of responsibility for the making of decisions.

A second area calling for joint effort in internal operations is that of decisions regarding existing or prospective physical resources. The board, president, and faculty should all seek agreement on basic decisions regarding buildings and other facilities to be used in the educational work of the institution.

A third area is budgeting. The allocation of resources among competing demands is central in the formal responsibility of the governing board, in the administrative authority of the president, and in the educational function of the faculty. Each component should therefore have a voice in the determination of short- and long-range priorities, and each should receive appropriate analyses of past budgetary experience, reports on current budgets and expenditures, and short- and long-range budgetary projections. The function of each component in budgetary matters should be understood by all; the allo-

tion of authority will determine the flow of information and the scope of participation in decisions.

Joint effort of a most critical kind must be taken when an institution chooses a new president. The selection of a chief administrative officer should follow upon cooperative search by the governing board and the faculty, taking into consideration the opinions of others who are appropriately interested. The president should be equally qualified to serve both as the executive officer of the governing board and as the chief academic officer of the institution and the faculty. His dual role requires that he be able to interpret board and faculty the educational views and concepts of institutional government of the other. He should have the confidence of the board and the faculty.

The selection of academic deans and other chief academic officers should be the responsibility of the president with the advice of and in consultation with the appropriate faculty.

Determinations of faculty status, normally based on the recommendations of the faculty groups involved, are discussed in Part V of this Statement; but it should here be noted that the building of a strong faculty requires careful joint effort in such actions as staff selection and promotion and the granting of tenure. Joint action should also govern dismissals; the applicable principles and procedures in these matters are well established.[1]

External Relations of the Institution

Anyone—a member of the governing board, the president or other member of the administration, a member of the faculty, or a member of the student body or the alumni—affects the institution when he speaks of it in public. An individual who speaks unofficially should so indicate. An official spokesman for the institution, the board, the administration, the faculty, or the student body should be guided by established policy.

It should be noted that only the board speaks legally for the whole institution, although it may delegate responsibility to an agent.

The right of a board member, an administrative officer, a faculty member, or a student to speak on general educational questions or about the administration and operations of his own institution is a part of his right as a citizen and should not be abridged by the institution.[2] There exist, of course, legal bounds relating to defamation of character, and there are questions of propriety.

III. The Academic Institution: The Governing Board

The governing board has a special obligation to assure that the history of the college or university shall serve as a prelude and inspiration to the future. The board helps relate the institution to its chief community: e.g., the community college to serve the educational needs of a defined population area or group, the church-controlled college to be cognizant of the announced position of its denomination, and the comprehensive university to discharge the many duties and to accept the appropriate new challenges which are its concern at the several levels of higher education.

The governing board of an institution of higher education in the United States operates, with few exceptions, as the final institutional authority. Private institutions are established by charters; public institutions are established by constitutional or statutory provisions. In private institutions the board is frequently self-perpetuating; in public colleges and universities the present membership of a board may be asked to suggest candidates for appointment. As a whole and individually when the governing board confronts the problem of succession, serious attention should be given to obtaining properly qualified persons. Where public law calls for election of governing board members, means should be found to insure the nomination of fully suited persons, and the electorate should be informed of the relevant criteria for board membership.

Since the membership of the board may embrace both individual and collective competence of recognized weight, its advice or help may be sought through established channels by other components of the academic community. The governing board of an institution of higher education, while maintaining a general overview, entrusts the conduct of administration to the administrative officers, the president and the deans, and the conduct of teaching and research to the faculty. The board should undertake appropriate self-limitation.

One of the governing board's important tasks is to insure the publication of codified statements that define the over-all policies and procedures of the institution under its jurisdiction.

The board plays a central role in relating the likely needs of the future to predictable resources; it has the responsibility for husbanding the endowment; it is responsible for obtaining needed capital and operating funds; and in the broadest sense of the term it should pay attention to personnel policy. In order to fulfill these duties, the board should be aided by, and may insist upon, the development of long-range planning by the administration and faculty.

When ignorance or ill-will threatens the institution or any part of it, the governing board must be available for support. In grave crises it will be expected to serve as a champion. Although the action to be taken by it will usually be on behalf of the president, the faculty, or the

[1] See the 1940 *Statement of Principles on Academic Freedom and Tenure* and the 1958 *Statement on Procedural Standards in Faculty Dismissal Proceedings*. These statements have been formally approved or adopted by the Association of American Colleges and the American Association of University Professors; the 1940 Statement has been endorsed by numerous learned and scientific societies and educational associations.

[2] With respect to faculty members, the 1940 *Statement of Principles on Academic Freedom and Tenure* reads, "The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he is not an institutional spokesman."

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student body, the board should make clear that the protection it offers to an individual or a group is, in fact, a fundamental defense of the vested interests of society in the educational institution.[4]

IV. The Academic Institution: The President

The president, as the chief executive officer of an institution of higher education, is measured largely by his capacity for institutional leadership. He shares responsibility for the definition and attainment of goals, for administrative action, and for operating the communications system which links the components of the academic community. He represents his institution to its many publics. His leadership role is supported by delegated authority from the board and faculty.

As the chief planning officer of an institution, the president has a special obligation to innovate and initiate. The degree to which a president can envision new horizons for his institution, and can persuade others to see them and to work toward them, will often constitute the chief measure of his administration.

The president must at times, with or without support, infuse new life into a department; relatedly, he may at times be required, working within the concept of tenure, to solve problems of obsolescence. The president will necessarily utilize the judgments of the faculty, but in the interest of academic standards he may also seek outside evaluations by scholars of acknowledged competence.

It is the duty of the president to see to it that the standards and procedures in operational use within the college or university conform to the policy established by the governing board and to the standards of sound academic practice. It is also incumbent on the president to insure that faculty views, including dissenting views, are presented to the board in those areas and on those issues where responsibilities are shared. Similarly the faculty should be informed of the views of the board and the administration on like issues.

The president is largely responsible for the maintenance of existing institutional resources and the creation of new resources; he has ultimate managerial responsibility for a large area of nonacademic activities, he is responsible for public understanding, and by the nature of his office is the chief spokesman of his institution. In these and other areas his work is to plan, to organize, to direct, and to represent. The presidential function should receive the general support of board and faculty.

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[4]The American Association of University Professors, recognizing the growth of autonomous statewide bodies superordinate to existing Boards of Trustees, regards the objectives and policies recommended in the 1966 *Statement* as constituting equally appropriate guidelines for such bodies. As newer, and more influential components of the academic community, they have particular responsibility for protecting the autonomy of individual institutions under their jurisdiction and for implementing policies of shared responsibility as outlined in Section II when they displace functions of institutional governing boards. (Adopted by the AAUP Council in May, 1967.)

V. The Academic Institution: The Faculty

The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process. On these matters the power of review or final decision lodged in the governing board or delegated by it to the president should be exercised adversely only in exceptional circumstances, and for reasons communicated to the faculty. It is desirable that the faculty should, following such communication, have opportunity for further consideration and further transmittal of its views to the president or board. Budgets, manpower limitations, the time element, and the policies of other groups, bodies and agencies having jurisdiction over the institution may set limits to realization of faculty advice.

The faculty sets the requirements for the degrees offered in course, determines when the requirements have been met, and authorizes the president and board to grant the degrees thus achieved.

Faculty status and related matters are primarily a faculty responsibility; this area includes appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure, and dismissal. The primary responsibility of the faculty for such matters is based upon the fact that its judgment is central to general educational policy. Furthermore, scholars in a particular field or activity have the chief competence for judging the work of their colleagues; in such competence it is implicit that responsibility exists for both adverse and favorable judgments. Likewise there is the more general competence of experienced faculty personnel committees having a broader charge. Determinations in these matters should first be by faculty action through established procedures, reviewed by the chief academic officers with the concurrence of the board. The governing board and president should, on questions of faculty status, as in other matters where the faculty has primary responsibility, concur with the faculty judgment except in rare instances and for compelling reasons which should be stated in detail.

The faculty should actively participate in the determination of policies and procedures governing salary increases.

The chairman or head of a department, who serves as the chief representative of his department within an institution, should be selected either by departmental election or by appointment following consultation with members of the department and of related departments; appointments should normally be in conformity with department members' judgment. The chairman or department head should not have tenure in his office; his tenure as a faculty member is a matter of separate right. He should serve for a stated term but without prejudice to re-election or to reappointment by procedures which involve appropriate faculty consultation. Board, administration, and faculty should all bear in mind that the department chairman has a special obligation to build a department strong in scholarship and teaching capacity.

Agencies for faculty participation in the government

of the college or university should be established at each level where faculty responsibility is present. An agency should exist for the presentation of the views of the whole faculty. The structure and procedures for faculty participation should be designed, approved, and established by joint action of the components of the institution. Faculty representatives should be selected by the faculty according to procedures determined by the faculty.

The agencies may consist of meetings of all faculty members of a department, school, college, division, or university system, or may take the form of faculty-elected executive committees in departments and schools and a faculty-elected senate or council for larger divisions or the institution as a whole.

Among the means of communication among the faculty, administration, and governing board now in use are: (1) circulation of memoranda and reports by board committees, the administration, and faculty committees, (2) joint *ad hoc* committees, (3) standing liaison committees, (4) membership of faculty members on administrative bodies, and (5) membership of faculty members on governing boards. Whatever the channels of communication, they should be clearly understood and observed.

On Student Status

When students in American colleges and universities desire to participate responsibly in the government of the institution they attend, their wish should be recognized as a claim to opportunity both for educational experience and for involvement in the affairs of their college or university. Ways should be found to permit significant student participation within the limits of attainable effectiveness. The obstacles to such participation are large and should not be minimized: inexperience, untested capacity, a transitory status which means that present action does not carry with it subsequent responsibility, and the inescapable fact that the other components of the institution are in a position of judgment over the students. It is important to recognize that student needs are strongly related to educational experience, both formal and informal. Students expect, and have a right to expect, that the educational process will be structured, that they will be stimulated by it to become independent adults, and that they will have effectively transmitted to them the cultural heritage of the larger society. If institutional support is to have its fullest possible meaning it should incorporate the strength, freshness of view, and idealism of the student body.

The respect of students for their college or university can be enhanced if they are given at least these opportunities: (1) to be listened to in the classroom without fear of institutional reprisal for the substance of their views, (2) freedom to discuss questions of institutional policy and operation, (3) the right to academic due process when charged with serious violations of institutional regulations, and (4) the same right to hear speakers of their own choice as is enjoyed by other components of the institution.